



Western Australian Genetic Epidemiology Resource (WAGER) Dispute Resolution Policy

Version 1.0

What is the Western Australian Genetic Epidemiology Resource (WAGER)?

The Western Australian Genetic Epidemiology Resource (WAGER) was formally established in 2004 as a Core National Enabling Resource to develop infrastructure to facilitate the integration of existing and future disease-specific clinical, epidemiological and genetic resources with biospecimen banks and with linked health data.

One of WAGER's key objectives is to provide a set of tools to the Australian medical research community that simplify and reduce the workload associated with study conduct while improving the quality and accessibility of the data collected. By leveraging common infrastructure across a number of studies WAGER is able to provide secure, robust long-term data storage and to provide secure access to study data.

All medical researchers who wish to use the WAGER facility must each first sign a Memorandum of Understanding ("MOU") that outlines the responsibilities of the Parties.

Scope

The scope of this Policy covers any dispute arising between a party who is using the facilities of WAGER, or participating in its activities, and WAGER.

THIS POLICY IS EFFECTIVE FROM JULY 1, 2008

This policy will be updated as required and the latest versions of relevant documents will be available on the WAGER website. It is the responsibility of Custodians to be aware of and adhere to any changes.

“Dispute” means a dispute that arises between the WAGER and a Custodian, or between two or more Custodians, and which relates to the activities or facilities of the WAGER arising from or in relation to the MOU.

“Parties” means the parties to any MOU and **“Party”** means any of them.

“Custodian” means the research group, or their governing institution, with overall responsibility for a collection

“Overall responsibility” means major decision-making power in relation to a collection including control over its release, use, access and destruction.

1. DISPUTE RESOLUTION

- 1.1. If a *Dispute* arises, any *Party* seeking to resolve the *Dispute* must do so strictly in accordance with the provisions of this clause.
- 1.2. Any *Dispute* must be resolved as follows:
 - 1.2.1. The *Party* seeking to resolve the *Dispute* must notify in writing the existence and nature of the *Dispute* to the other *Party*.
 - 1.2.2. The *Parties* must first attempt to resolve the *Dispute* by negotiation conducted in good faith and use his or her best efforts to resolve the *Dispute*.
 - 1.2.3. If the *Parties* fail to resolve the *Dispute* in accordance with clause 1.2.2 within fourteen (14) days or such other period as mutually agreed, of receipt of the notice in clause 1.2.1, then any *Party* may refer the *Dispute* to mediation conducted by a single mediator to be appointed, in the absence of agreement by the *Parties*, by the Chair of LEADR or the Chair’s designated representative. In the mediation, the *Parties* may not be represented by legal practitioners and the mediator shall determine the guidelines for mediation.
 - 1.2.4. The decision of the mediator will be final and binding on all *Parties*.
 - 1.2.5. Nothing in this clause shall preclude any *Party* from taking immediate steps to seek an injunction before the appropriate Court within the State of Western Australia.
- 1.3. Each *Party* will continue to perform its obligations pursuant to the MOU notwithstanding the existence of a *Dispute* or any proceedings under this clause.